

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Mar 24, 2016

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Subordination Agreement regarding the Bailey Cove South Precinct Lease.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Subordination, Nondisturbance and Attornment Agreement among the City of Huntsville, Avenue Bank and Bailey Cove, LLC, regarding the lease of the South Precinct.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: — 0 —

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 03/22/2016

RESOLUTION NO. 16-_____

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into a Subordination, Nondisturbance and Attornment Agreement by and between the City of Huntsville and Bailey Cove, LLC and Chase Commercial Real Estate Services, Inc. on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "Subordination, Nondisturbance and Attornment Agreement by and between the City of Huntsville and Bailey Cove, LLC and Chase Commercial Real Estate Services, Inc." consisting of forty-six (46) pages, and the date of March 24, 2016 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 24th day of March, 2016

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of March, 2016.

Mayor of the City of
Huntsville, Alabama

This instrument prepared by:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Date:

Lender:

Avenue Bank
Attn: Samuel Boroughs
111 Tenth Avenue South, Suite 400
Nashville, Tennessee 37203

Landlord:

Bailey Cove, LLC

Landlord's Notice Address:

c/o Chase Commercial Real Estate Services, Inc.
P. O. Box 18153
Huntsville, AL 35804 - 8153

Tenant:

City of Huntsville/Police Precinct

Tenant's Notice Address:

Attn: Mr. Bruce Pitts
P. O. Box 308
Huntsville, AL 35804

Lease:

Term Commencement Date: September 1, 1999

Term Expiration Date: December 31, 2019

1. Background. Landlord is the landlord and Tenant is the tenant under the Lease, pursuant to which Tenant leases the real property and improvements (the "Premises") located at **7900 Bailey Cove Road, Suite 9, Huntsville, AL 35802**, and more particularly described in **Exhibit A** attached hereto. Lender is about to make a loan to Landlord secured by a Deed of Trust, Assignment of Leases and Security Agreement (the "**Deed of Trust**") on the Premises. Lender desires that the Lease be subject and subordinate to the Deed of Trust. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of the Deed of Trust, notwithstanding any future default in the performance by Landlord or any successor-in-title to Landlord of any of Landlord's obligations under the Deed of Trust, and Lender is willing to give Tenant such assurances.

2. Agreements, Terms and Conditions. In consideration of the mutual covenants herein contained, Lender, Landlord and Tenant agree as follows:

President of the City Council of the
City of Huntsville, Alabama
Date; _____

2.1. The Lease is and shall at all times be subject and subordinate to the Deed of Trust, the terms and conditions of the Deed of Trust, the rights and lien of the holder of the Deed of Trust, and all renewals, modifications, consolidations, replacements and extensions thereof.

2.2. So long as Tenant is not in default under the Lease beyond any applicable cure period provided therein, Tenant shall not be evicted from the Premises, nor shall Tenant's leasehold estate under the Lease be terminated, by reason of any default by Landlord under the Deed of Trust or any resulting foreclosure or other action or proceeding taken by Lender under the Deed of Trust.

2.3. In the event of foreclosure of the Deed of Trust or the delivery of a deed in lieu of foreclosure thereof, the purchaser upon foreclosure of the Deed of Trust, or the grantee under a deed in lieu of foreclosure, Tenant shall attorn to and accept such purchaser or grantee as the landlord under the Lease, and (subject to the terms and conditions of the Lease) such purchaser or grantee shall not disturb the possession of the Tenant and shall be bound by all of the obligations of the landlord under the Lease; provided, however, that such purchaser or grantee shall not be:

- (a) liable for any act, omission or default of a prior landlord under the Lease, including, but not limited to, Landlord;
- (b) subject to any offsets, defenses or counterclaims which Tenant might have against any prior landlord under the Lease, including, but not limited to, Landlord;
- (c) bound by the payment of any rent, additional rent or other sum, including, but not limited to, any security or other deposit, that Tenant may have paid more than thirty (30) days in advance to any prior landlord under the Lease, including, but not limited to, Landlord, unless the amount thereof is actually tendered to Lender;
- (d) liable for refusal or failure to perform or complete any work to be performed by any prior landlord under the Lease or for any failure to pay any allowance due Tenant under the Lease, including, but not limited to, Landlord, or otherwise to prepare the Premises for occupancy in accordance with the provisions of the Lease; or
- (e) bound by any termination, modification, supplement or amendment of the Lease or any waiver of the terms thereof or a default thereunder made without Lender's prior written consent.

2.4. The parties hereto hereby agree that notwithstanding anything to the contrary contained in the Lease, the applicable terms, covenants and agreements of the Deed of Trust shall apply in the event of any casualty to the Premises or any condemnation or taking by eminent domain of the Premises.

3. Amendment of Lease. Landlord and Tenant hereby confirm that the Lease has not been amended or otherwise modified and is in full force and effect except as follows:

Whereas Landlord and Tenant entered in a Lease Agreement on the 15th day of April, 1999, which has been amended on November 23, 1999"Modification 001", and subsequently amended September 27, 2001"Modification 002", and subsequently amended December 3, 2009 "Renewal and Extension of Lease Agreement", and subsequently amended December 18, 2014 "Modification 004".

4. Warranties. Tenant warrants to Lender the following:

4.1. The copy of the Lease attached hereto as Exhibit B is an accurate and complete copy of the Lease, and no provision of the Lease has been amended or waived as to differ from the terms and conditions set forth in Exhibit B hereto.

4.2. The Lease has been duly executed by Tenant and is binding upon Tenant and is enforceable against Tenant according to its terms, subject to principles of equity and limitations on enforceability under applicable bankruptcy laws.

4.3. Tenant is not aware of any other assignment of Landlord's interest in the Lease.

4.4. To the best of Tenant's knowledge, there are presently no defaults under the Lease on the part of either Landlord or Tenant, and no conditions presently exist which, with the giving of notice, the passage of time, or both, would cause such a default.

4.5. Tenant has not paid Landlord more than one (1) month's rent (exclusive of any security deposit) under the Lease in advance, and Tenant has paid in full the security deposit (if any) provided for in the Lease.

4.6. No part of the Premises subject to the Lease has been subleased, and Tenant has not assigned its interest in the Lease as collateral or otherwise.

5. Covenants. Tenant covenants with Lender as follows:

5.1. Tenant shall not pay any rent, additional rent or other sum under the Lease more than one (1) month in advance.

5.2. No amendment or waiver of any provision of the Lease shall be binding upon Landlord or upon Lender, as Landlord's assignee, unless Lender consents thereto in writing.

5.3. If a default occurs on Landlord's part under the Lease, Tenant shall not terminate the Lease or avail itself of any other remedy as a result of such default, unless Lender fails to remedy such default within sixty (60) days after Lender's receipt of written notice of such default from Tenant; provided if such default cannot reasonably be cured by Lender within said sixty (60) day period, Tenant shall not have the right to terminate the Lease on account of such default so long as Lender uses reasonable diligence to cure such default or cause such default to be cured.

5.4. If Lender so notifies Tenant, that Landlord is then in default under the Deed of Trust, Tenant shall pay the rent, additional rent and other sums due under the Lease directly to Lender and, if Lender so instructs Tenant, Tenant shall send to Lender copies of any or all notices to and requests of Landlord under the Lease.

5.5. Tenant shall not accept a conveyance of any additional right, title or interest in or to any of the Premises without Lender's prior written approval. Additionally, Tenant's acquisition of the fee interest in Premises subject to the Lease shall not in any event cause the Lease to merge into the fee unless Lender so agrees in writing.

5.6. Within ten (10) business days after any request by Lender or Landlord, Tenant shall execute an estoppel certificate in favor of Lender and its assigns whereby Tenant shall make such representations as Landlord or Lender may reasonably request, including, but not limited to, the status of Tenant's rent payments and the representation whether a default exists on the part of Landlord or Tenant under the Lease and whether any condition exists which, with the giving of notice, the passing of time, or both, would cause such a default, together with a description of all such defaults or conditions.

6. Notice. Any notice or demand which any party hereto may desire or be required to serve upon any other party hereto shall be delivered shall be given in writing by delivering the same in person to the intended addressee, by overnight courier service with guaranteed next day delivery or by certified United States Mail postage prepaid sent to the intended addressee at the applicable Notice Address stated above or to such different address as the addressee shall have designated by written notice to the other parties sent in accordance herewith. Such notices shall be deemed given when received or, if earlier, in the case of delivery by courier service with guaranteed next day delivery, the next business day or the day designated for delivery, or in the case of delivery by certified United States Mail, two (2) business days after deposit therein.

7. Construction. The provisions of this Agreement shall be construed in accordance with the laws of the state in which the Premises is located.

8. Waiver, Change or Discharge. This Agreement may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the parties, and any oral waiver, change or discharge of any provision of this Agreement shall be without authority and of no force and effect.

9. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns. The word "Lender" as used herein shall mean not only the original Lender named herein but also all future holders of the Deed of Trust. The word "Tenant" as used herein shall mean not only the original Tenant named herein but also any entity which shall become the owner of the leasehold estate under the Lease and Tenant's rights, benefits and privileges under the Lease in compliance with the Lease or with the prior written consent of Landlord and Lender. The word "Landlord" as used herein shall mean not only the original Landlord named in the first paragraph hereof but also all future owners of the Premises.

10. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party to this Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal as of the date first above written.

WITNESS:

LENDER:

AVENUE BANK

Name: _____

By: _____
Name: _____
Title: _____

WITNESS:

TENANT:

CITY OF HUNTSVILLE – POLICE PRECINCT

Name: _____

By: _____
Name: _____
Title: _____

WITNESS:

LANDLORD:

BAILEY COVE, LLC

Name: _____

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of AVENUE BANK, the within named bargainor, a Tennessee banking corporation, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by him/herself as such _____.

WITNESS my hand and seal at office in _____, Tennessee, this the _____ day of _____, 20____.

Notary Public

My Commission Expires:

STATE OF _____)
COUNTY OF _____)

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of _____, the within named bargainor, a(n) _____, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____ by him/herself as such _____.

WITNESS my hand and seal at office in _____, Tennessee, this the _____ day of _____, 20____.

Notary Public

My Commission Expires:

STATE OF ALABAMA)
COUNTY OF MADISON)

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of _____, the within named bargainer, a(n) _____, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____ by him/herself as such _____.

WITNESS my hand and seal at office in _____, Alabama, this the ____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF PREMISES

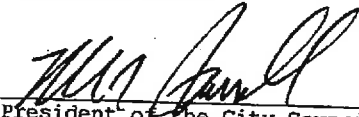
General office space in a retail shopping center known as Bailey Cove Shopping Center at 7900 Bailey Cove Road, Suite 9, Huntsville, AL 35802, containing approximately 12,250 rentable square feet.

Adopted 12/18/2014


RESOLUTION NO. 14-1006

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Drake and Harlan Properties, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Modification 004 to Lease Agreement between the City of Huntsville, Alabama and Bailey Cove, LLC," consisting of six (6) pages, and the date of December 18, 2014 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 18th day of December, 2014.


President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 18th day of December, 2014.


Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

MODIFICATION 004 TO LEASE AGREEMENT
BETWEEN CITY OF HUNTSVILLE AND BAILEY COVE,
LLC PREVIOUSLY ADOPTED BY RESOLUTION NO.
99-351 ON APRIL 15, 1999

MODIFICATION 004 TO LEASE AGREEMENT

THIS MODIFICATION is made and entered into as of this 18th day of December, 2014, by and between Bailey Cove, LLC ("Landlord"), and the City of Huntsville, Alabama ("Tenant").

WHEREAS, the Lessor and Lessee entered into a Lease Agreement on April 15, 1999, as amended November 23rd, 1999, as amended September 27th, 2001, and subsequently amended December 3rd, 2009 for a term beginning January 1, 2010 and ending December 31st, 2014. The lease is comprised of office space at Bailey Cove Shopping Center, 7900 Bailey Cove Road, Suite 4L Huntsville, Alabama 35802. The Lessor and Lessee now desire and agree among other matters to renew the lease pursuant to paragraph 2.01 in the original lease agreement and adjust the beginning and ending dates of the lease to coincide the renewal term.

THEREFORE, Lessor and Lessee hereby agree to amend the Lease Agreement as follows:


- 1) Subject to and upon the terms and conditions set forth herein, or in any Exhibit or Addendum hereto, this Lease shall be renewed for a term (hereinafter referred to as "Renewal Lease Term") of sixty (60) months beginning on the first day of January, 2015, (hereinafter referred to as the "Commencement Date"), and ending on the last day of December, 2019, (hereinafter sometimes referred to as the "Lease Expiration Date").
- 2) Lessee agrees to pay Lessor at such place as Lessor may designate without deduction, offset, prior notice or demand, and the Lessor agrees to accept as rent for the Leased Premises, the sum of One Hundred Nine Thousand three hundred ninety-two and fifty cents (\$132,000.00) or (\$10.77) per square foot of space per annum. Based on 12,250 square feet, the monthly rental sum payable shall be \$11,000.00 during the renewal term of this lease, and the same amount being due on the first day of each month thereafter during the renewal term of this Lease except as provided below.
- 3) The monthly rental specified in paragraph 2 above, shall be the amount due and payable for each month during the first year under the renewal lease term which shall be from January 1, 2015 through December 31, 2015. Commencing with the first month of the next year under the Lease term hereunder, the aforesaid rent shall be increased by an amount equal to 3% over and above the lease amount specified in paragraph 2 hereof. Each year thereafter the monthly rental for such succeeding year shall be increased by an amount equal to 3% above the monthly rental due for the prior year.
- 4) Paragraph 12.04 of the original Lease Agreement shall be modified as follows:

Lessee shall be responsible for the heating, ventilating, and air conditioning system operating in the Leased Premises with the exclusion of a failure that would cause a coil, compressor or new unit replacement. Landlord agrees to turn over the HVAC in good repair and fully operational. Preventive and routine maintenance made under this Paragraph shall also be made at Lessee's expense. Said mechanical units require periodic filter change and routine service and adjustments at least two to three times annually. Tenant further agrees to provide Landlord copies of all preventive maintenance agreements with its vendors or in-house personnel and provide reports on periodic maintenance visits detailing work performed. Tenant also agrees to repair on any plumbing issue on plumbing that is exposed only. Landlord will provide plumbing repairs under the slab, in walls, or other non-accessible areas repairs.
- 5) Lessee shall be responsible for the replacement of bulbs, lamps and ballast in the Leased Premises.
- 6) Landlord agrees to re-carpet and re-paint the suite based on tenant's vendor estimate provided on November 6, 2014, which is attached hereto and incorporated herein by reference as Exhibit "A". Landlord further agrees to retro fit the restroom as follows;

In the existing ladies restroom, a water closet will be removed and a handicap urinal added. (The opening to the urinal portion cannot be less than 30 inches when entering it and at least 36 inches once inside the opening to the urinal. This would then be converted to the men's restroom.

The existing men's restroom shall have the urinals removed and water closets added with partitions. (This would then be converted to the ladies restroom). Landlord further agrees to provide different wall paper in the new men's restroom using a building standard allowance mutually agreeable to both parties. All construction will be performed using building standard finishes.

Tenant will also be allowed to provide a card reader at both entrances at its sole cost and expense.


President of the City Council of the
City of Huntsville, Alabama
Date: 12/18/2014


Tenant will be allowed to install an attached back-lit sign above the exterior of the space within the City Ordinance Guidelines and with size, shape and design upon the written approval of the Landlord. The consent of the Landlord will not be unreasonably withheld.

- 7) Provided Tenant is not in default under any of the terms and conditions of the lease and after thirty-six (36) months of continuous occupancy Tenant shall have a "one-time" option to terminate the Lease effective on the first day of the thirty-seventh (37) month of the lease by providing one hundred eighty (180) days advanced written notice to Landlord of Tenant's intent to vacate early.


In the event the Option to Terminate is exercised by Tenant, Tenant shall pay Landlord, upon Tenant's notice of vacating the Demised Premises, a Termination Fee equal to the un-amortized costs of the tenant improvements (without charge for interest) and brokerage commissions (2% of the rental amount) paid for the first three years of the lease.

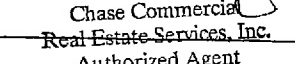
- 8) The terms and conditions of this lease amendment supercede all other terms under the original lease agreement that Landlord and Tenant have executed prior to its execution. All other terms and conditions of the Lease remain the same and in effect.

Agreed this 18th day of December, 2014

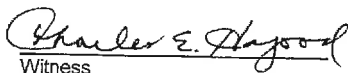

Witness

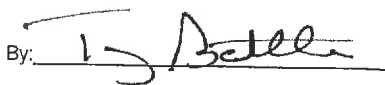
(LANDLORD)
BAILEY COVE, LLC

By:  Charles Grélier, Jr. President

Its:  Chase Commercial
Real Estate Services, Inc.
Authorized Agent

(TENANT)
THE CITY OF HUNTSVILLE, ALABAMA


Witness

By: 
Its: MAYOR

STATE OF ALABAMA)
COUNTY OF MADISON)

RENEWAL AND EXTENSION OF LEASE AGREEMENT
BETWEEN CITY OF HUNTSVILLE AND BAILEY COVE,
LLC PREVIOUSLY ADOPTED BY RESOLUTION NO.
99-351 ON APRIL 15, 1999

RENEWAL AND EXTENSION OF LEASE AGREEMENT

THIS RENEWAL AND EXTENSION OF LEASE AGREEMENT is made and entered into as of this 3rd day of December, 2009, by and between Bailey Cove, LLC ("Landlord"), and the City of Huntsville, Alabama ("Tenant").

WHEREAS, the Lessor and Lessee entered into that certain Lease Agreement on April 15, 1999, as amended November 23rd, 1999, and subsequently amended September 27th, 2001 for a term beginning January 1, 2000 and ending December 31st, 2009. The lease is comprised of office space at Bailey Cove Shopping Center, 7900 Bailey Cove Road, Suite 4L Huntsville, Alabama 35802. The Lessor and Lessee now desire and agree among other matters to renew and extend the lease pursuant to paragraph 2.01 in the original lease agreement and adjust the beginning and ending dates of the lease to coincide the renewal term. The original Lease Agreement and the amendments to the said Lease Agreement are attached hereto and incorporated herein as Exhibits "A", "B", and "C".

THEREFORE, Lessor and Lessee hereby agree to amend the Lease Agreement as follows:

- 1) Subject to and upon the terms and conditions set forth herein, or in any Exhibit or Addendum hereto, this Lease shall be renewed for a term (hereinafter referred to as "Renewal Lease Term") of sixty (60) months beginning on the first day of January, 2010, (hereinafter referred to as the "Commencement Date"), and ending on the last day of December, 2014, (hereinafter sometimes referred to as the "Lease Expiration Date").
- 2) Lessee agrees to pay Lessor at such place as Lessor may designate without deduction, offset, prior notice or demand, and the Lessor agrees to accept as rent for the Leased Premises, the sum of One Hundred Twenty Four Thousand nine hundred fifty and 00/100 cents (\$124,950.00) per annum. The monthly rental sum payable shall be \$10,412.50 during the renewal term of this lease, and the same amount being due on the first day of each month thereafter during the renewal term of this Lease.
- 3) It is mutually understood and acknowledged between the parties hereto that Chase Commercial Realty, Inc., a real estate company licensed in the State of Alabama, is the agent for the Landlord (Landlord Agent). No other real estate brokerage companies were involved in this transaction. Landlord will pay a commission to Landlord Agent based upon a separate agreement between Landlord and Landlord Agent.
- 4) The terms and conditions of this lease amendment supersede all other terms under the original lease agreement that Landlord and Tenant have executed prior to its execution. All other terms and conditions of the original Lease Agreement as amended remain the same and in full force and effect.

Agreed this 3rd day of December, 2009

Miley Roberts
Witness

(LANDLORD)
BAILEY COVE, LLC

By: Charles Grelier, Jr. President
Its: Chase Commercial
Real Estate Services, Inc.
Authorized Agent

(TENANT)
THE CITY OF HUNTSVILLE, ALABAMA

Charles E. Hagood
Witness Charles E. Hagood
Clerk-Treasurer

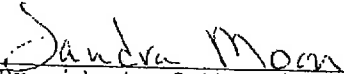
By: Tommy Battle
Its: Mayor

adopted 09/27/01

RESOLUTION NO. 01-827


BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and she is authorized to enter into a modification agreement by and between the City of Huntsville and Bailey Cove, LLC on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "MODIFICATION 002 TO LEASE AGREEMENT BETWEEN BAILEY COVE, LLC AND THE CITY OF HUNTSVILLE PREVIOUSLY ADOPTED BY RESOLUTION NO. 99-351 ON APRIL 15, 1999," consisting of 2 pages and the date of September 27, 2001 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 27th day of September, 2001



President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 27th day of September, 2001



Mayor of the City of Huntsville,
Alabama

September 27, 2001

STATE OF ALABAMA
COUNTY OF MADISON

MODIFICATION 002 TO LEASE AGREEMENT
BETWEEN CITY OF HUNTSVILLE AND BAILEY COVE, LLC
PREVIOUSLY ADOPTED BY
RESOLUTION NO. 99-351 ON APRIL 15, 1999

MODIFICATION 002 TO LEASE AGREEMENT

THIS MODIFICATION is made and entered into on this the 27th day of September, 2001, by and between Bailey Cove, LLC, (hereinafter "Lessor") and the City of Huntsville, Alabama, a municipal corporation (hereinafter "Lessee") modifying the terms of that certain Lease Agreement between the parties dated the 15th day of April, 1999, as previously amended on November 23, 1999.

WITNESSETH

WHEREAS, the Lessee has notified the Lessor of the need for the Premises to include an outside communication antenna;

WHEREAS, the Lessor has selected a site at the rear of the building for the tower's location, which has been agreed to by the Lessee;

WHEREAS two fenced-in, secured parking spaces which the Lessor agreed to furnish in the lease, dated April 15, 1999, have not been provided to Lessee, the Lessor agrees to reduce the required six (6) fenced-in parking spaces as previously agreed upon to four (4) fenced-in parking spaces in exchange for the addition of one (1) communication antenna site;

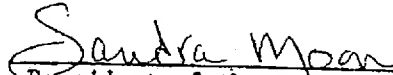
WHEREAS, the parties mutually agree to amend such Lease Agreement as hereinafter set forth below to provide for such matters.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and conditions contained herein the parties hereto do amend that certain Lease Agreement between the parties dated the 15th day of April 1999, as follows:

1 To add:

"5.02 USE OF PREMISES

Lessor permits Lessee to erect an onsite antenna at the rear of the premises in the site approved by the Lessor. Such antenna is to be used to communicate between Police Headquarters and other precincts in the Huntsville area. Antenna height shall not exceed 40 feet in the air and have a ground footprint of 1' x 1' square. The antenna shall be self-supporting (with no support wire) and shall comply with all applicable codes during construction.


President of the City Council
of the City of Huntsville,
Alabama Date: 9/27/01

September 27, 2001

The Lessor shall be indemnified and held harmless for any damages before, during, and after construction of the antenna, and for as long as the antenna remains in place. The maintenance cost and upkeep of the communication antenna shall be the sole responsibility of the Lessee. The Lessee is responsible for all zoning and or permits required for the antenna.

2. To modify:

4.01 PARKING AND COMMON AREAS:

Paragraph two:

"the Lessor shall make available to the Lessee for the Lessee's exclusive use during the term of this lease, a minimum of six (6) parking spaces which are located in a secured fenced area to be determined by the Lessor at its sole discretion."

MODIFY AS FOLLOWS:

"the Lessor shall make available to the Lessee for the Lessee's exclusive use during the term of this lease, a minimum of four (4) parking spaces which are located in a secured fenced area and one communication antenna space to be determined by the Lessor at its sole discretion."

3 All other terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, or, when appropriate have caused this instrument to be executed by duly authorized officers with the appropriate seal of the organization, the day and year first above written.

ATTEST:

LESSOR: BAILEY COVE, LLC

By: [Signature]
Its: V.P.

By: [Signature] - VP
Its: Chase Commercial Real Estate Services, Inc.
Date: 9-24-2001
As Authorized Agent for Bailey Cove, LLC

ATTEST:

LESSEE: CITY OF HUNTSVILLE, ALABAMA

By: [Signature]
Charles E. Hagood
Its: City Clerk-Treasurer

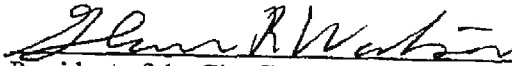
By: [Signature]
Loretta Spencer
Its: Mayor

Date: 09/27/01

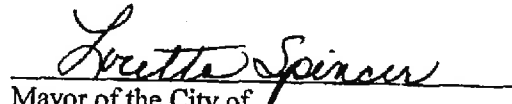
RESOLUTION NO. 99-1009

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and she is hereby authorized to enter into a modification to Lease Agreement by and between the City of Huntsville and Bailey Cove, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said modification to Lease Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "MODIFICATION 001 TO LEASE AGREEMENT BETWEEN BAILEY COVE, LLC, AND THE CITY OF HUNTSVILLE PREVIOUSLY ADOPTED BY RESOLUTION NO. 99-351 ON APRIL 15, 1999," consisting of three (3) pages plus exhibit pages, and the date of November 23, 1999, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of November, 1999.


President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 23rd day of November, 1999.


Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
)
)
)
COUNTY OF MADISON) MODIFICATION 001 TO LEASE AGREEMENT
) BETWEEN BAILEY COVE, LLC, AND THE
) CITY OF HUNTSVILLE PREVIOUSLY
) ADOPTED BY RESOLUTION NO. 99-351
) ON APRIL 15, 1999.

MODIFICATION 001 TO LEASE AGREEMENT

THIS MODIFICATION is made and entered into on this the 23rd day of November, 1999, by and between Bailey Cove, LLC, (hereinafter "Lessor") and the City of Huntsville, Alabama, a municipal corporation (hereinafter "Lessee") modifying the terms of that certain Lease Agreement between the parties dated the 15th day of April, 1999.

WITNESSETH

WHEREAS, the Lessee has notified the Lessor of the need for the Premises to include additional data/communication jacks and other associated wiring and communications needs;

WHEREAS, the Lessor has notified the Lessee that these needs may be included in the Premises for the additional costs of \$1,980.00;

WHEREAS, the parties wish to amend such Lease Agreement as hereinafter set out to provide for such matters,

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and conditions contained herein the parties hereto do amend that certain Lease Agreement between the parties dated the 15th day of April 1999, as follows:

1. To add;

"35. ADDITIONAL IMPROVEMENTS TO THE PREMISES REQUESTED BY THE LESSEE.

The Lessee shall reimburse the Lessor in the amount of \$1,980.00 at the beginning of the lease term for the costs of additional improvements to the Premises for the benefit and use of the Lessee which are generally described as additional data/communication jacks, empty 3" conduit, eye bolt, conduit and ground wire, and plywood telephone backboard as requested by the City.

Glenn Watson
President of the City Council
Date: November 23, 1999

2. Subparagraph 2.01 is amended to reflect a commencement date of January 1, 2000 and ending at midnight on December 31, 2009.

3. All other terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, or, when appropriate have caused this instrument to be executed by duly authorized officers with the appropriate seal of the organization, the day and year first above written.

ATTEST:

LESSOR: BAILEY COVE, LLC,

By: 

By: 

Its: Member

Its: Managing Member

Date: November 23, 1999

ATTEST:

LESSEE: CITY OF HUNTSVILLE, ALABAMA

By: 

By: 

Charles E. Hagood

Loretta Spencer

Its: City Clerk-Treasurer

Its: Mayor

Date: November 23, 1999

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that on this day personally came before me, LORETTA SPENCER and CHARLES E. HAGOOD, whose names are signed to the foregoing Lease Agreement respectively as Mayor and Clerk-Treasurer of the City of Huntsville, Alabama and who are known to me, an acknowledged before me that they, as such officers and with full authority, signed the same as and for the act of the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation, on the day the same bears date.

GIVEN under my hand and official seal this the 23rd day of November, 1999.

Barbara A. Bell
Notary Public
My Commission Expires: 6-12-2002

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that on this day personally came before me, John D. Beye, whose name is signed to the foregoing Lease Agreement as Managing Member of Bailey Cove, L.L.C., and who is known to me, and he/she acknowledged before me that he/she, as such officer and with full authority, signed the same as and for the act of Bailey Cove, L.L.C., on the day the same bears date.

Given under my hand and official seal this the 22 day of Nov, 1999.

Miley Pollock
Notary Public
My Commission Expires: 11-08-2003

STATE OF ALABAMA)
)
COUNTY OF MADISON)

Agreement between the City
Of Huntsville and Bailey Cove,
LLC for the lease of 7900 Bailey
Cove Road, Suite 4L, Huntsville,
AL, 35802 for Police Precinct Use.

LEASE AGREEMENT

THIS LEASE is executed at Madison, County, Alabama this the 15 day of April, 1999, by and between the Bailey Cove, LLC (hereinafter "Lessor") and The City of Huntsville, Huntsville, Alabama, a municipal corporation (hereinafter "Lessee").

1. **Description of Premises.**

1.01 Lessor hereby leases to Lessee and Lessee leases from the Lessor upon the terms, covenants, and conditions set forth herein, those certain Premises shown on Exhibit "A" attached hereto, (the "Leased Premises"), located in the building, the location of which is indicated on Exhibit "C" attached hereto, ("the Leased Building"). The Leased Premises, consisting of approximately 12,250 square feet is located at Bailey Cove Center, 7900 Bailey Cove Road, Suite 4L, Huntsville, Alabama 35802

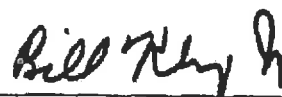
2. **Term.**

2.01 The term of this Lease shall be for ten (10) years, commencing on September 1, 1999, and ending at midnight on August 31, 2009. At the conclusion of the initial ten (10) year term the Lessee shall have the option to renew and extend the lease for an additional ten (10) year term at a lease price per square foot to be negotiated before the last seven months of the initial ten (10) year term. However, in no event shall the price per square foot exceed twenty percent (20%) more than the price per square foot of the initial ten (10) year term. The option, if exercised, shall be exercised by the Lessee in writing by giving notice to the Lessor within six months prior to the end of the lease term.

3. **RENT.**

3.01 Lessee agrees to pay Lessor at such place as Lessor may designate without deduction, offset, prior notice or demand, and the Lessor agrees to accept as rent for the Leased Premises, the sum of One Hundred four thousand, one hundred twenty-five dollars and no cents (\$104,125.00) or (\$8.50) per square foot of space per annum. Based on the square footage of 12,250, the monthly rental sum payable shall be \$8,677.08 during the initial term of this lease, with the first such monthly rental being due on September 1, 1999, and the same amount being due on the first day of each month thereafter during the term of this Lease.

The amount of \$8,677.08 is paid herewith to the Lessor upon the execution of this Lease, receipt of which is hereby acknowledged, which shall represent the first month's rental and as consideration for entering into this Agreement.



President of the City Council

1

Date April 15, 1999

3.02 The rental provided in Paragraph 3.01 above, includes the construction of improvements required by the Lessee prior to tendering of possession which are to be made by the Lessor as shown on the plans, specifications, and drawings included as attachment Exhibit "B". The Lessor agrees to "turnkey" the Premises using standard building finishes based on the plans, specifications, and drawings included as Exhibit "B". The Lessor, at its own cost and expense, shall upgrade the Leased Premises to current building codes including but not limited to the Southern Building Code and the requirements pursuant to the Americans with Disabilities Act of 1991. For the improvements described above, the Lessor shall be responsible for all costs and expenses including the capital and tenant expense categories as well as all construction and design drawings. In the event Lessee requests that Lessor construct additional Lessee improvements other than as shown, Lessee's additional requirements shall not be included as part of this Lease Agreement.

Promptly following the tendering of possession of Premises to Lessee by Lessor, Lessee agrees to proceed with all due diligence on the installation of its fixtures and equipment as soon thereafter as is reasonably possible. Anything to the contrary herein contained notwithstanding, Lessee's tenancy hereunder shall commence on the date of tendering of possession by Lessor to Lessee. Lessee is responsible for making application for electric meter installation and the payment of any deposit thereon. Delay, by Lessee, in making said application shall not be cause for failing to take occupancy upon completion of improvements by Lessor. Upon completion of the Leased Premises and other improvements in accordance with the plans and specifications, Lessee agrees to accept delivery of the Premises and to execute and deliver to Lessor a Letter of Acceptance accepting delivery of the Leased Premises. If Lessee shall not have commenced to occupy the Premises for the Permitted Uses immediately after they are deemed ready for occupancy, a certificate of completion by a licensed architect shall be conclusive evidence that Lessor has performed all such obligations under this Agreement. Each party authorizes the other to rely in connection with the respective rights and obligations under this paragraph upon approval and other actions on the party's behalf by Lessor's Representatives in the case of Lessors, or Lessee's Representative in the case of Lessee or by any person designated in substitution or addition by notice to the party relying.

3.03 In addition to Section 3.01 herein, Lessee agrees to pay to Lessor its Percentage Share (as hereinafter defined) of the amount by which the Real Estate Taxes (as hereinafter defined) assessed against the land and improvements comprising the "Property", exceed the sum Lessor is obligated to pay for the "Base Year", which year shall be 1999.

If with respect to any Calendar Year, or fraction thereof, during the Term, the Lessor is required to pay Real Estate Taxes exceeding the above stated sum, Lessee shall pay as additional rent on the first day of each month, next ensuing thereafter and after receipt of tax billing invoice, its Percentage Share of said excess amount.

1. The term "Real Estate Taxes" means all taxes, rates and assessments, general, special and occupational levied or imposed with respect to the land, buildings and improvements of which the Leased Premises are a part, including all taxes, rates and assessments, general land special, levied or imposed for schools, public betterment, general or local improvements and operations and taxes imposed in connection with any special taxing district. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said land, buildings and improvements, and/or Lessor in substitution for real estate taxes presently levied or imposed on immovables in the jurisdiction where the Building is located, then any such new tax or levy shall be included within the term "Real Estate Taxes."

Should any governmental taxing authority acting under any regulation, levy, assess, or impose a tax, excise and/or assessment however described (other than an income or franchise tax) upon, against, on account of, or measured by, in whole or in part, the rent expressly reserved hereunder, or upon the rent expressly reserved under any other leases or leasehold interest in the property, as a substitute (in whole or in part) or in addition to any existing real estate taxes on land and buildings and otherwise, such tax or excise on rents shall be included within the term "Real Estate Taxes." Reasonable expenses (consisting of attorneys' fees, expert witness fees and similar costs) incurred by Lessor in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes. Real Estate Taxes which are being contested by Lessor shall nevertheless be included for purposes of the computation of the liability of Lessee under this paragraph, provided, however, that in the event that Lessee shall have paid any amount of increased rent pursuant to this paragraph and the Lessor shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Lessor shall pay to Lessee the appropriate portion of such refund. Lessor shall have no obligation to contest, object to or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion to abandon any contest with respect to the amount of any Real Estate Taxes without consent or approval of the Lessee.

2. The term "Percentage Share" shall mean that fraction, the numerator of which is the total number of square feet contained within the Leased Premises and the denominator of which fraction is the total number of net rentable square feet of space contained within all buildings located upon the Property from time to time. Lessee's Percentage Share shall be 23.3%.

In computing the amount payable under this Section for the period between (i) the Commencement Date and the termination of the real estate tax year in question, or (ii) the commencement of the applicable real estate tax year in question, and the termination date of this Lease, the total amount of Base Taxes shall be subtracted from the total amount of Real Estate Taxes for the applicable real estate tax year, and if there is a positive difference, Lessee's Percentage Share of such difference shall be equitably apportioned on a per diem basis, so that only that portion of such increase is as attributable to the portion of the applicable real estate tax year occurring during the term of this Lease shall be payable by Lessee. Lessee's obligation pursuant to this paragraph shall survive the expiration or other termination of the term hereof.

A tax bill or true copy thereof, together with any explanatory statement of the area or property covered thereby, submitted by Lessor to Lessee, shall be conclusive evidence of the amount of taxes assessed or levied, as well as of the items taxed. If any real property tax or assessment levied against the land, building or improvements covered hereby or the rents reserved therefrom, shall be evidenced by improvement bonds or other bonds, or in any other form which may be paid in annual installment, only the amount paid or payable in any Lease Year shall be included as Real Estate Taxes for that Lease Year for the purpose of this Article.

3.04 Lessee acknowledges that late payment by Lessee to Lessor or rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges. Therefore, in the event Lessee shall fail to pay any installment of rent or any sums due hereunder ten (10) days after such amount is due, Lessee shall pay to Lessor as additional rent a late charge equal to five percent (5%) of all sums past due and said charge shall be payable as additional rent.

4. PARKING AND COMMON AREAS

4.01 Lessee shall be entitled to park in parking spaces specifically designated in Exhibit "C" of this Lease. Lessee shall be responsible at its sole cost and expense to stripe each parking space restricted to the Lessee's exclusive use. Lessee shall be entitled to seven (7) parking spaces per one thousand (1,000) square feet of rental space as indicated on the attached Exhibit. Lessee agrees not to overburden the parking facility and to cooperate with Lessor in the use of the parking facility.

"Parking" as used herein means the use by Lessee's employees, its visitors, invitees, and customers for the parking of motor vehicles with use of and/or visits to the Leased Premises. In addition to the parking spaces identified above, the Lessor shall make available to the Lessee for the Lessee's exclusive use during the term of this lease, a minimum of six (6) parking spaces which are located in a secured fenced area to be determined by the Lessor at its sole discretion.

No vehicle may be repaired or serviced in the Parking area. This includes any motorized vehicle, equipment or machinery and steam cleaning, lubrication, sand blasting, painting or other such maintenance is specifically prohibited in the parking areas, roadways or service area. Any vehicle abandoned or disabled or in a state of non-operation or disrepair is prohibited from the Property and will be considered as trespassing on same. Lessee hereby agrees to enforce said restriction against Lessee's own vehicles or equipment and that known to be owned by its employees, invitees, agents, principals or contractors. Should the Lessor determine that a violation of this restriction has occurred, then the Lessor shall notify the Lessee in writing that the Lessor considers the vehicle to be a trespass upon the property and to be immediately removed by Lessee. Lessor accepts no responsibility for theft, collision, vandalism, fire, Acts of God or any other casualty of vehicles or equipment parked or stored on the Property or should removal be required as set forth in this Paragraph, while the vehicle or equipment is under tow or otherwise stored.

5. DELAY IN DELIVERY OF POSSESSION.

5.01 If Lessor, for any reason or cause beyond its reasonable control, cannot deliver possession of the Leased Premises to Lessee at the commencement of the term of this Lease, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom, provided, however that Lessor does deliver possession no later than November 1, 1999. In the event of such a delay, there shall be a proportionate reduction of rent covering the period between the commencement of the term and the time when Lessor can deliver possession, the term of this Lease shall be extended by such delay, and Lessee and Lessor shall execute a lease modification to alter the effective date of the Lease.

5.02 Lessor shall permit Lessee access for installing equipment and furnishings in the Premises thirty (30) days prior to the term when it can be done without material interference with remaining work and provided Lessee cooperates with Lessor and its contractors.

6. USE OF PREMISES.

6.01 The Leased Premises are to be used and occupied for the purpose of providing Municipal administration services and general offices to include but not limited to Police Department administration and field offices (precincts) and the Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of Lessor, or Lessor's authorized agent. Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the Leased Premises and their cleanliness, safety, occupation and use. Lessee will not perform any act or carry on any practices that may injure the Building or be a nuisance or menace to Lessees or adjoining premises. Lessee shall not cause, maintain or permit any outside storage on or about the Leased Premises, except as otherwise provided for in this Lease agreement. The rear access areas of the Lessee's suite must be clean and unobstructed. Notwithstanding the above, the use shall not permit any type of incarceration or custody of convicts, prisoners or felons.

7. UTILITIES.

7.01 Lessee shall pay directly to the supplier or the utility company all charges for electric and gas service. Said services are separately metered by individual meters applied for by the Lessee and in Lessee's own name. Lessor shall not be liable to Lessee for any compensation, damages, or reduction in rent by reason of inconvenience or losses arising from power failure.

7.02 Lessee shall pay for all telephone, janitorial services, trash removal and dumpster services, or for such other services provided in or upon the Leased Premises as Lessee shall elect to contract for.

8. ACCEPTANCE OF PREMISES.

8.01 By execution hereunder and occupancy, should the Leased Premises be already complete and improved, Lessee acknowledges that it has examined the Leased Premises and accepts them "as is" and as being in the condition and improved as called for by this Lease.

9. ALTERATIONS, MECHANICS' LIENS.

9.01 Alterations, may not be made to the Leased Premises without the prior written consent of Lessor and any alterations of the Leased Premises excepting movable furniture, equipment and trade fixtures shall, at Lessor's option, become part of the realty and belong to Lessor. This provision also applies to all draperies, special wall coverings or floor coverings as well as additional electrical fixtures or circuits.

9.02 Should Lessee desire to alter the Leased Premises and Lessor approves and consents in writing to such alterations, at Lessor's option, Lessee shall permit Lessor to make said alterations and amortize the total cost of same as additional rental for the balance of the Lease term or any extension thereof if applicable and mutually agreeable. Should Lessor elect to not provide said alterations, Lessee may provide the alterations using its own employees or may contract in accordance with the requirements for such contracting by municipalities in accordance with State law. All said alterations shall be subject to Lessor's approval and written consent relative to design, location, materials.

9.03 Notwithstanding anything in Paragraph 9.02 above, Lessee may, upon written consent of Lessor, install trade fixtures, machinery or other trade equipment in conformance with the ordinances of the

applicable city and county, and the same may be removed upon the termination of this Lease, and the Leased Premises are not damaged by such removal. Lessee shall return the Leased Premises on the termination of this Lease in the same condition as when rented to Lessee, reasonable wear, tear, excepted. Lessee shall keep the Leased Premises, the Building, and property in which the Leased Premises are situated free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee. All such work, provided for above, shall be done at such times and in such manner as Lessor may from time to time designate.

All fixtures, improvements, alterations and additions which may be made or installed by either Lessor or Lessee in or about the Leased Premises which are in any manner attached to the floors, walls or ceilings, except trade fixtures, shall belong to and be the property of Lessor and shall remain on the Leased Premises during the term of this Lease and at the expiration or termination hereof, except for such property, if any, which the Lessor may designate that Lessee either shall or may remove, by notice in writing to Lessee prior to such expiration or termination. Lessee agrees to repair all damage to the Leased Premises caused by any such removal (including removal of trade fixtures) and to restore the Leased Premises to the condition in which they were prior to the removal of said articles. Any such property so designated by Lessor to be removed, which shall be left in or upon the Leased Premises, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire.

10. WASTE AND QUIET CONDUCT.

10.01 Lessee shall not commit, or suffer any waste upon the Leased Premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other Lessee in the Building containing the premises of any building in the project in which the premises are located, including the parking, service and landscaped areas.

10.02 Lessee, their employees and agents, shall maintain order in the building and shall not make or permit any improper noise in the building or interfere in any way with other tenants or those having business with them.

10.03 The Lessee shall not (without the Lessor's written consent), put up or operate any electric heating device, steam engine, boiler, or machinery upon the Premises, or carry on any mechanical business thereon, or use or allow to be used upon the Demised Premises oil, burning fluids, camphene, gasoline, or kerosene for heating, warming or lighting. No article deemed hazardous on account of fire and no explosives, shall be brought into said Premises; provided, however that the Lessor has consented to those articles which are used by the Lessee's police department as equipment used in the course of carrying out police work, stored as evidence by the police department, or otherwise needed in the course of carrying out police work, being brought onto, used, and stored on the premises. No offensive gases or liquids other than those used in the course of police work or carried by police officers will be permitted. Lessee shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of public authority and to comply with all reasonable rules and regulations hereafter made by Lessor of which Lessee has been given notice.

11. INDEMNIFICATION BY LESSEE.

11.01 To the full extent as authorized by state law and subject to the limitations imposed by state law on the liability of municipalities, Lessee shall indemnify and hold harmless Lessor against and from any and all claims for damage or injury to persons or property arising solely and proximately from the Lessee's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Lessee in or about the Leased Premises, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any act, neglect, fault or omission of the Lessee, or of its agents or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereof and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense. The obligations of Lessee under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

12. REPAIRS.

12.01 Lessee is responsible, at its own expense, for janitorial and to keep and maintain the interior of the Leased Premises in a clean, sanitary and good condition, repair and maintenance excluding replacement of bulbs, lamps, and ballasts. Lessor shall maintain the exterior structure including walls, roof, common areas, glass and doors.

12.02 Lessee shall not injure, overload or deface the Building, including the interior walls and including the erection of any signs or identification directing delivery to the rear of the Building. No connection shall be made to the electric wires or electric fixtures without consent. The water closets and other water apparatus shall not be used for any other purposes than those for which they were constructed and no sweepings, rubbish, sanitary napkins, or other obstructing substances shall be thrown therein. Any said repair resulting therefrom shall be the expense obligation of the Lessee.

12.03 Lessee may install a card swipe or other security type access system to the doors of the leased premises.

12.04 Lessor shall be responsible for the preventive and routine maintenance (except that covered under any warranty) to the heating, ventilating, and air conditioning system. Maintenance made under this Paragraph shall be made at Lessor's expense. Said mechanical units require periodic filter change and routine service and adjustments at least two to three times annually.

13. AUCTIONS, SIGNS.

13.01 Lessee shall not conduct or permit to be conducted any sale by auction on the Leased Premises. Lessor shall have the right to control landscaping and approve the placing of signs and the size and quality of the same. Lessee shall place no exterior signs on the Leased Premises without the prior written consent of Lessor. Any signs not in conformity with this Lease may be immediately removed by Lessor. The sign criteria as specified in Exhibit "D" attached hereto shall become part of this Lease.

14. ENTRY BY LESSOR.

14.01 When accompanied by an authorized representative of the Lessee, Lessee shall permit Lessor and Lessor's agent to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the Building, or for the purpose of making repairs, alterations or additions to any portion of the Building, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or repairs or for the purpose of showing the Premises to prospective Lessees during the last ninety (90) days of this Lease without any liability to Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

15. ABANDONMENT.

15.01 Lessee shall not vacate nor abandon Leased Premises at any time during the term of this Lease, nor permit the Leased Premises to remain unoccupied for a period longer than forty-five (45) consecutive days during the term of this Lease; and If Lessee shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall, at the option of the Lessor, be deemed abandoned, and available to Lessor to use or sell to offset rental amount due and payable. Should the Premises be presumed to be vacated or abandoned, Lessor has the right, without being held as trespassing, to enter the Leased Premises.

16. DESTRUCTION OF PREMISES

16.01 In the event of (a) a partial destruction of the Leased Premises or the Building during the Lease term which requires repairs to either the Leased Premises or the Building, or (b) the Leased Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Lessee's act, use or occupation which declaration requires repairs to either the Leased Premises or the Building, Lessor shall forthwith make repairs, provided repairs can be made within one hundred and twenty (120) days under the laws and regulations of authorized public authorities, but partial destruction (including any destruction necessary in order to make repairs required by any declaration) shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made. The proportionate reduction is to be based upon the extent to which the making of repairs shall interfere with the business carried on by Lessee in the Leased Premises. Within one hundred and twenty (120) days, or repairs cannot be made under current laws and regulations, this Lease may be terminated at the option of either party. A total destruction (including any destruction required by any authorized public authority) of either the Leased Premises or the Building shall terminate this Lease. In the event of any dispute between Lessor and Lessee relative to the provisions of this Paragraph, they may each select an arbitrator, the two arbitrators so selected shall select a third arbitrator and the three arbitrators so selected shall hear and determine the controversy and their decisions thereon shall be final and binding on both Lessor and Lessee who shall bear the cost of such arbitration equally between them. Lessor shall not be required to repair any property installed in the Leased Premises by Lessee. Lessee waives any right under applicable laws inconsistent with the terms of this Paragraph and in the event of a destruction agrees to accept any offer by Lessor to provide Lessee with comparable space within the project in which the Premises are located on the same terms as this Lease. Notwithstanding anything to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires the insurance proceeds be applied to such indebtedness, the Lessor shall have the right to terminate this Lease by delivering written notice of termination to Lessee, whereupon all rights and obligations hereunder shall cease and terminate.

17. ASSIGNMENT AND SUBLETTING.

17.01 Without Lessor's consent, Lessee shall not assign, mortgage, or hypothecate this Lease, or any interest in this Lease, or permit the use of the Leased Premises by any person or persons other than Lessee, or sublet the Leased Premises, or any part of the Leased Premises. Any transfer of this Lease from Lessee by merger, consolidation, or liquidation shall constitute an assignment for purposes of this Lease. Any attempted assignment or subletting without Lessor's consent shall void and shall, at the option of the Lessor, terminate this Lease. Consent by Lessor to any assignment or subletting shall not release Lessee from its primary liability under the Lease, and Lessor's consent to one assignment, subletting or occupation or use by other parties shall not be deemed a consent to other subleases or assignments or occupation or use by other parties. The Lessor shall not unreasonably withhold or delay its consent to allow the Lessee to assign or sublet the Leased Premises.

18. BREACH BY LESSEE.

18.01 In the event of a default, Lessor, besides other rights or remedies that it may have, shall have the right to either terminate this Lease or from time to time, without terminating this Lease, relet the Leased Premises or any part thereof for the account and in the name of Lessee or otherwise, for any such term or terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to the Leased Premises. Lessee shall pay to Lessor, as soon as ascertained, the costs and expenses incurred by Lessor in such reletting or in making such alterations and repairs. Rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of the cost of any alterations and repairs to the Leased Premises necessary to return the Leased Premises to good condition, normal wear and tear excepted, for uses permitted by this Lease and the cost of storing any of Lessee's property left on the Leased Premises at the time of reletting; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder; and the balance, if any, at the end of the term of this Lease shall be paid to Lessee. Should such rentals received from time to time from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, the Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

18.02 No such reletting of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach provided it has not been cured. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises and including (1) all amounts that would have fallen due as rent between the time of termination of this Lease and the time of the judgment, or other award, less the avails of all re-lettings and attornments, plus interest on the balance at the rate of eight percent (8% per year; (2) Lessor may, at its option, declare the entire amount of the rent which would be due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event, Lessee agrees to pay the same upon demand, together with all rents theretofore due to Lessor provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages unless elected as same by Lessor. Upon making such payment, Lessee shall receive from other Lessees on

account of said Premises during the remaining term of this Lease, provided, however, that the monies to which the Lessee shall become so entitled shall in no event exceed the entire amount payable by Lessee to Lessor as above.

18.03 Should Lessee fail to comply with any term, provision or covenant of this Lease (other than the foregoing in Paragraphs 18.01 and 18.02), and shall not cure such failure within twenty (20) days after written notice (notice by registered mail deemed to be constructive notice) thereof to Lessee, said event shall be deemed to be events of default by Lessee under this Lease.

19. SURRENDER OF LEASE NOT MERGER.

19.01 The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor terminate all of any existing subleases, and/or subtenancies, or may at the option of Lessor, operate as an assignment to it of any or all of such subleases or subtenancies.

20. ATTORNEY'S FEES/COLLECTION CHARGES.

20.01 In the event of any legal action or proceeding between the parties hereto, reasonable attorney's fees and expenses of the prevailing party in any such action or proceeding may be added to the judgment therein. Should Lessor be named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy, hereunder, Lessee shall pay to Lessor its cost and expenses incurred in such suit, including a reasonable attorney's fee.

21. CONDEMNATION.

21.01 If any part of the Leased Premises shall be taken or condemned for public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the number of square feet in the part remaining after condemnation bears to the number of square feet in the entire Leased Premises at the date of condemnation; but in such event, Lessor shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If all the Leased Premises or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate.

22. NOTICES.

22.01 All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, or overnight courier and addressed as follows:

To Lessee, addressed to the last known post office address of Lessee or to the Leased Premises:

City of Huntsville
Facilities Management Division
P.O. Box 308
Huntsville, Alabama 35804

To Lessor, addressed to Lessor at or to such place as Lessor may from time to time designate by notice to Lessee:

c/o Chase Property Management, Inc.
2705 Artie Street, Building 500, Suite 40
(Post Office Box 18153)
Huntsville, Alabama 35801
(Huntsville, Alabama 35804-8153)

23. WAIVER.

23.01 The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

24. SURRENDER OF PREMISES.

24.01 Lessee agrees to surrender to Lessor, at the end of the term of this Lease and/or upon any cancellation of this Lease, said Leased Premises in as good condition as said Premises were at the beginning of the term of this Lease, ordinary wear, tear excepted. Lessee agrees that, if Lessee does not surrender to Lessor said Leased Premises at the end of the term of this Lease, or upon cancellation of the term of this Lease, then Lessee will pay to Lessor reasonable damages the Lessor may suffer on account of Lessee's failure to so surrender the possession of said Leased Premises and will indemnify Lessor on account of delay of Lessor in delivering of said Premises to any succeeding Lessee insofar as such delay is occasioned by failure of Lessee to so surrender said Premises. In addition, the Lessor may charge Lessee for failure to so surrender the possession of said Premises an amount equivalent to one and one-half (1 1/2) times the monthly rental due and payable to Lessor on demand made to Lessee by Lessor for each succeeding thirty (30) day period or part thereof that Lessee remains in possession.

25. EFFECT OF HOLDING OVER.

25.01 If Lessee should remain in possession of the Leased Premises after the expiration of the Lease term and without executing a new Lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

26. SUBORDINATION.

26.01 This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advance made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. This subordination, attornment and non-disturbance provision is to be effective and self-operative without the execution of any further provision instruments on the part of any of the parties hereto, immediately upon the mortgage or other successor to Lessor's estate succeeding to the interest of the Lessor in the Leased Premises.

26.02 Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease inferior to the lien of any ground lease, mortgage or deed of trust, as the case may be, and failing to do so within twenty (20) days after written demand, does hereby make, constitute, and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead, to do so.

27. MISCELLANEOUS PROVISIONS.

A. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and work "person;" shall include corporation, firm or association. If there be more than one Lessee, the obligations imposed upon Lessee under this Lease shall be joint and several.

B. The headings or titles to paragraphs of this Lease are descriptive and for convenience only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

C. This instrument contains all of the agreements and conditions made between the parties of this Lease and may not be modified orally or in any other manner than by agreement in writing signed by all parties to this Lease.

D. Time is of the essence of each term and provision of this Lease.

E. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payment to be made by Lessee.

F. Subject to Paragraph 17, the terms and provisions of this Lease shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

G. All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement of rent.

H. Where the consent of the Lessee is required, such consent will not be unreasonably withheld.

I. This Lease shall create the relationship Lessor and Lessee between Lessor and Lessee; no estate

shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and/or sale and not assignable by Lessee.

J. This agreement, its application, enforcement and jurisdiction shall be construed under the laws applicable in the State of Alabama.

K. The invalidity, illegality, or unenforceability of any provision in this Lease Contract shall not render the other provisions invalid, illegal, or unenforceable.

28. DEPOSIT AGREEMENT.

28.01 Lessor and Lessee hereby agree that Lessor shall be entitled to immediately endorse and cash Lessee's good faith rent and security deposit check(s) accompanying this Lease.

It is further agreed and understood that such action shall not guarantee acceptance of this Lease by Lessor, but in the event Lessor does not accept this Lease, the deposit shall be refunded in full to Lessee. This Lease shall be effective only after Lessor has fully executed this Lease Agreement.

29. MORTGAGE PROTECTION.

29.01 In the event of any default on the part of Lessor, Lessee will give notice by registered or certified mail to any beneficiary of a deed of trust or mortgage covering the Premises whose address shall have been furnished it, and shall offer such beneficiary or mortgagee a reasonable opportunity to cure the default, including time to obtain possession of the Premises by power of sale or judicial foreclosure, if such should prove necessary to effect a cure.

29.02 Lessor and Lessee mutually agree that should any Lender, Mortgagee or holder of Deed of Trust of the Premises or Property require any changes in this Lease, which change shall not materially affect the rights and obligations of Lessor and Lessee under this Lease, they will cooperate with each other in good faith to make the language of this Lease Document acceptable to such lender. Lessee shall execute any subordination non-disturbance and attornment agreements as may be required by any such Lender, Mortgagee or holder of any Deed of Trust.

29.03 Lessee shall, upon request and upon being provided a written instrument and within twenty (20) days after request by Lessor, deliver to Lessor or any other person, firm or corporation specified by Lessor, duly executed and acknowledged, certifying:

- (a) That the Lease is unmodified and is in full force and effect or if there has been any modification, the same is in full force and effect as so modified and identifying such modifications.
- (b) Whether or not within the knowledge of Lessee there are then existing any set-offs or defenses in favor of Lessee against the enforcement of any of the terms, covenants and conditions of this Lease by Lessor and, if so, specifying the same, and also whether or not within the knowledge of Lessee, Lessor has observed and performed all of the terms, covenants, and conditions on the part of Lessor or to be observed and performed and, if not, specifying the same; and

- (c) That the dates to which annual rental, and all other charges hereunder, have been paid. Lessee failing to return to Lessor said written instrument within twenty (20) days after being provided with the request, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact in Lessee's name, place and stead, to do so.

30. EXCULPATION CLAUSE.

30.01 Notwithstanding anything to the contrary provided in this Lease or by law, it is specifically agreed and understood between the parties hereto that there shall be absolutely no personal liability on the part of the Lessor or any of its partners, their respective heirs, executors, administrators, personal representatives, successors, assignees, nominees or designees, with respect to any of the terms, covenants, and conditions of this Lease, and Lessee or any other party claiming by, through or under the Lessee shall look solely to the interest of the Lessor and its general partners in the building development, as their respective interests may appear, for the collection of any claim, demand, cost, expense, judgment or other judicial process requiring the payment of money for any default or breach by Lessor of any of its obligations under this Lease. No other assets of Lessor or its general partners shall be subject to levy, execution or other judicial process for the satisfaction of any claim of Lessee.

31. HAZARDOUS SUBSTANCE.

31.01 Lessor has never and, except as allowed by applicable laws, Lessor and Lessee shall not generate, store, handle or dispose of any hazardous waste or hazardous substance (to include asbestos) or toxic substance in or about the Building or land on which the building is located and Lessor is, to the best of its knowledge, not aware of the generation, storage, handling or disposal of such waste or substance anywhere thereon by anyone else. For the purposes of this Article "hazardous substance" shall mean material which may be dangerous to health or to the environment, including, but not limited to all "hazardous materials", "hazardous substances", and "oil", as defined in any federal, state, or local ordinance, law, regulation or otherwise.

32. RENT TAX.

32.01 If applicable in the jurisdiction where the Leased Premises are situated, Lessee shall pay and be liable for all rental, sales, and use taxes or other similar taxes, if any, levied or imposed by any City, State, County or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Lessor by Lessee under the terms of this Lease. Any such payments shall be paid concurrently with the payment of the rent upon which the tax is based as set forth above.

33. AUTHORIZED LEASE EXECUTION.

33.01 Each individual executing this Lease as a director, officer or agent of a corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation in accordance with the duly adopted resolution of the Board of Directors of said corporation in accordance with the terms or by virtue of State law. Each individual executing this Lease on behalf of a partnership warrants that he is a General Partner therein and is duly authorized to execute and deliver this Lease on behalf of said partnership.

34. REAL ESTATE COMMISSIONS

THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE HUNTSVILLE BOARD OF REALTORS, BUT IS NEGOTIATED BETWEEN THE LESSOR AND THE BROKER, and in this contract it is understood and acknowledged between the parties hereto that Chase Commercial Real Estate Services, Inc. ("Broker"), a real estate company licensed in the state of Alabama is the agent for the Lessor. No other real estate brokerage company was involved in this transaction and all parties agree to indemnify each other against any other claims for commissions. The Lessor its successors and or assigns agrees to pay Broker, a leasing commission equal to four percent (4%) "cashed out" based on the total dollar value of the lease, payable upon occupancy of the Lessee and receipt by Lessor of the first month's rent due after such occupancy. The Lessor agrees that it shall be solely responsible for the payment of any brokerage fees/commissions due Broker, in connection with this transaction; provided, however Lessor and Lessee each represent to the other that it has not been introduced to the other by any other real estate broker, nor has it been in contact with any other real estate broker regarding this transaction.

Disclaimer. Broker assumes no responsibility for the condition of the Property or for the performance of this Agreement by any or all parties hereto. Lessor and Lessee hereby warrant and represent that Broker has not made (i) any statement, representation or warranty to Lessor or Lessee regarding the condition of the Property, its timely delivery, zoning conditions, governmental requirements or environmental matters; or (ii) any guarantees or warranties or the like upon which the Lessor or Lessee has relied and which are not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, or, when appropriate have caused this instrument to be executed by duly authorized officers with the appropriate seal of the organization, the day and year first above written.

ATTEST:

LESSOR: Bailey Cove, LLC

By: _____

Its: _____

Date: _____

ATTEST:

LESSEE: City of Huntsville, Alabama

By: Loretta Spencer
Mayor Loretta Spencer

Charles E. Hagood
Charles E. Hagood, Clerk-Treasurer

Date: May 6, 1999

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that on this day personally came before me, LORETTA SPENCER and CHARLES E. HAGOOD, whose names are signed to the foregoing Lease Agreement respectively as Mayor and Clerk-Treasurer of the City of Huntsville, Alabama and who are known to me, an acknowledged before me that they, as such officers and with full authority, voluntarily signed the same as and for the act of the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation, on the day the same bears date.

GIVEN under my hand and official seal this the 6th day of May, 1999.

Sheryl M. Humphill
Notary Public

My Commission Expires: 10-17-2000

STATE OF ALABAMA

COUNTY OF MADISON

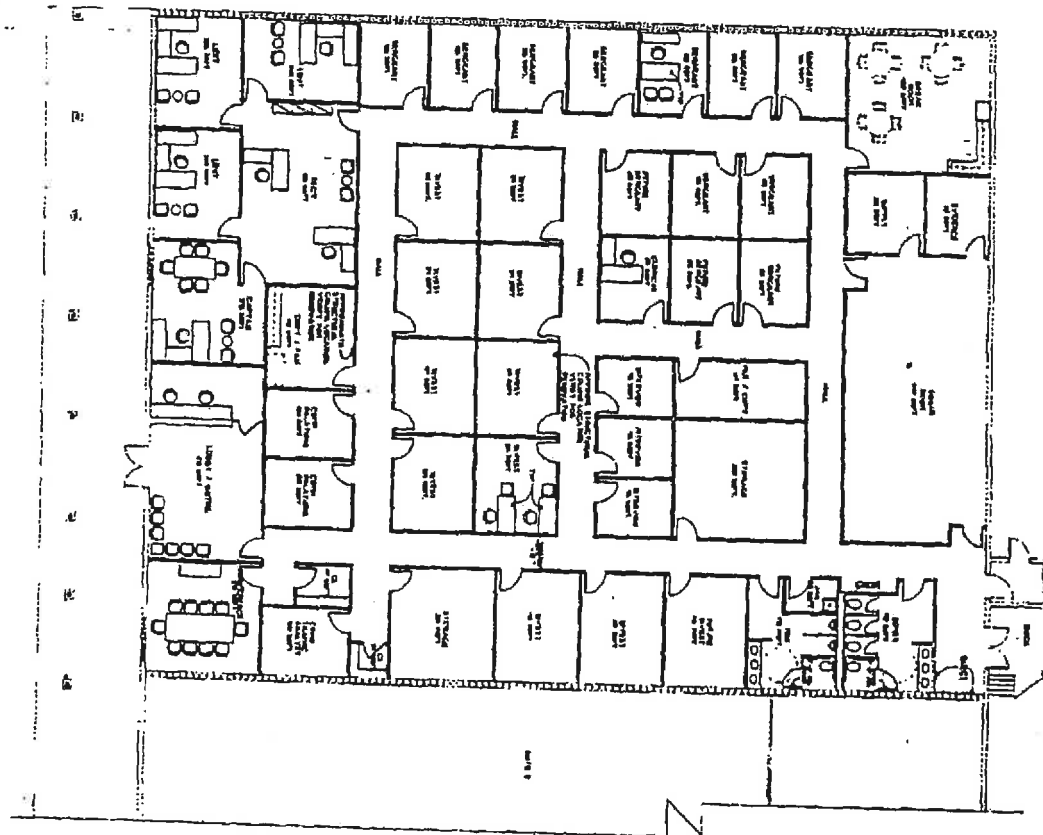
I, the undersigned, a Notary Public in and for said County and State, hereby certify that on this day personally came before me, _____, whose name is signed to the foregoing Lease Agreement as _____, of Bailey Cove, LLC, and who is know to me, and he/she acknowledged before me that he/she, as such officer and with full authority, voluntarily signed the same as and for the act of Bailey Cove, LLC on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1999.

Notary Public

My Commission Expires: _____

PRELIMINARY LAYOUT - SUM 4



CHASE COMMERCIAL
HUNTSVILLE POLICE DEPARTMENT
WILLOWBROOK SHOPPING CENTER
HUNTSVILLE, ALABAMA PROJECT 448 0000

JONES & HERRIN
Architecture/Interior Design
100 Ardmore Court, Nashville, TN 37203

NOT FOR
CIRCULATION



REV :	
DATE: 01/23/98	
FLOOR PLAN	
SHEET	
NO. 4	

**SPECIFICATIONS FOR BUILDING AND TENANT IMPROVEMENTS
FOR POLICE PRECINCTS - HUNTSVILLE, ALABAMA - 1999**

The City of Huntsville, Al. Police Department is seeking **approximately 10,000 sq. ft.** of space to rent in three sections of the City with each location to serve as a **Police Precinct**. City of Huntsville shall have the right to approve proposed interior design to adjust to the confines of the space available in the proposed rental property prior to Lessor entering into a contract for renovation of the proposed office areas. If proposed property is a build-to-suit, Lessor is responsible for submitting proposed construction plans for review and approval by the City Facilities Projects Construction Department and City Inspection Departments.

Following are the space requirements:

- 1 - Captain's Office - 280 sq.ft.
- 3 - Lieutenants' Offices - 220 sq. ft. ea.
- 9 - Sargents' Offices - 120 sq. ft. Ea.
- 8 - Investigators' Offices - 170 sq. ft. Ea.
- 1 - Squad Room (Muster) - 900 sq.ft.
- 1 - Evidence Room - 100 sq. ft.
- 1 - Supply Room - 120 sq. ft.
- 1 - Conference Room - 240 sq.ft.
- 1 - Copy/Fax room - 200 sq. Ft.
- 2 - Restrooms - Men's and Women's w/Handicap Access
- 2 - Secretaries' Offices - 120 sq. ft. each
- 2 - Small Interview Rooms - 80 sq. ft. each
- 1 - Reception Area - 400 sq. ft.
- 1 - Crime-Traffic Office - 110 sq.ft.
- 2 - Community Relations Offices - 110 sq.ft. each
- 2 - Small Storage Rooms for Community Relations - 75 sq. ft. Ea.
- 1 - Break Room with cabinets, counters and stove built in. (Microwave, Refrigerator, Tables, 8 Chairs to be furnished by Lessee)
- 1 - Storage Room - Next to Kitchen

In general **Class B Office Space** is required with substrates as follows: **Floor - Concrete;**
Wall - Gypsum Board; Ceiling - 9' Suspended Acoustical. Lessor shall provide the following:

- Walls** - Gypsum Wallboard
- Ceilings** - Suspended Acoustical Tile Panel
- Doors** - Flush Wood - 3/4" Solid Core, AWI custom grade particle board core
- Lights** - Lay-in Fixtures (2 x 4 - florescent)
- Painted Surfaces** - Concrete Block or Wallboard Surfaces (majority of rooms)
- Wallcovering** - Captain's Office; Conference Room Above 34" Chair Rail;
Restrooms

Carpet - Offices, Hallways, Conference, Reception, Squad, Interview,
Copy/Fax Rooms

Baseboard - Rubber in all areas except Restrooms

Vinyl Composition Tile - Break Room, Storage Rooms, Evidence Room,
Supply Rooms

Ceramic Tile Floors and Walls - Up 4' in Restrooms

Soundproof - Offices of Captain, Lieutenants, Conference Room

Build to Underside of Structure - Interview Rooms, Supply, Evidence,
Captain's

All improvements shall comply with Building Codes as resolved and adopted by City of Huntsville Resolution No. 98-628 and Ordinance No. 98-629 and ADA requirements. Corridors in the leased space shall meet one (1) hour fire rating (sprinkling or alternative construction to meet Code to be provided by Lessor prior to occupancy.) All mechanical, plumbing, and electrical are the responsibility of the Lessor.

EXHIBIT "C"

**Site Plan
for
BAILEY COVE CENTER
7900 Bailey Cove Road
Huntsville, Alabama 35802**

2

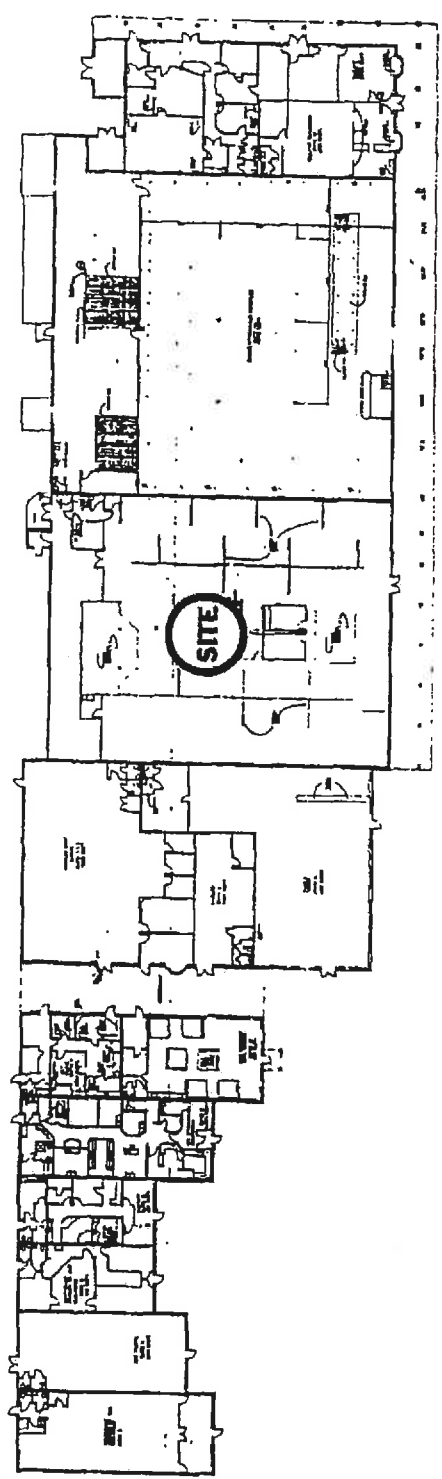
SHEET
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DATE
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REV

WILLOWBROOK
SHOPPING CENTER

JONES & HERMAN



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EXHIBIT "D"

**SIGNAGE SPECIFICATIONS
for
HUNTSVILLE POLICE DEPARTMENT
BAILEY COVE CENTER
7900 Bailey Cove Road
Huntsville, Alabama 35802**

J

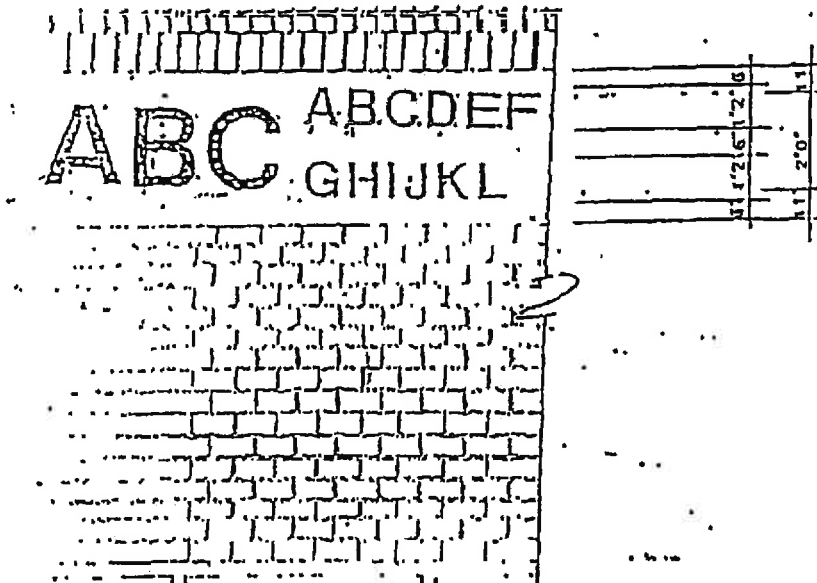
EXHIBIT

The tenant shall not erect, install or maintain any sign on the exterior of the Demised Premises or upon other part of the center without the prior written approval thereof by the Landlord, and the Tenant, upon written notice from the Landlord shall promptly remove any sign, advertising or display devices erected or maintained in violation of this provision.

Tenant shall within sixty (60) days at the date of this lease submit to Landlord for written approval a shop drawing of a sign advertising Tenant's trade name to be located on the designated sign fascia. This sign shall be designed to conform with the following criteria:

Type of Sign:	Individual Letters, Internally Lit and Mounted on a Raceway
Case:	Bronze Aluminum
Maximum Letter Height:	24" (2'0")
Maximum Width of Sign:	75% of Storefront Width

Tenant must receive Landlord's written approval of said sign's designs, color, and location before ordering its construction and erection.



SPECIFICATIONS: SIGNAGE

1. Maximum height of sign: One Line - 2'0"
Two Lines - 1'2" with 6" In-between
2. Sign shall be composed of Individual Internally Illuminated letters, mounted on a raceway. All colors used on sign must have Landlord/architect's approval. The side of the letter shall be Park Bronze Aluminum.
3. Upper and Lower case letters may be used.
4. Letter Style: Helvetica Medium (as shown above and in Exhibit E-1)

Tenant's sign contractor is responsible to replace sign band panels and complete all repairs necessary to restore band to an acceptable condition free of exposed drill holes, filler, etc.

1. 1990-1991 2. 1991-1992 3. 1992-1993 4. 1993-1994 5. 1994-1995 6. 1995-1996 7. 1996-1997 8. 1997-1998 9. 1998-1999 10. 1999-2000 11. 2000-2001 12. 2001-2002 13. 2002-2003 14. 2003-2004 15. 2004-2005 16. 2005-2006 17. 2006-2007 18. 2007-2008 19. 2008-2009 20. 2009-2010 21. 2010-2011 22. 2011-2012 23. 2012-2013 24. 2013-2014 25. 2014-2015 26. 2015-2016 27. 2016-2017 28. 2017-2018 29. 2018-2019 30. 2019-2020 31. 2020-2021 32. 2021-2022 33. 2022-2023 34. 2023-2024 35. 2024-2025 36. 2025-2026 37. 2026-2027 38. 2027-2028 39. 2028-2029 40. 2029-2030 41. 2030-2031 42. 2031-2032 43. 2032-2033 44. 2033-2034 45. 2034-2035 46. 2035-2036 47. 2036-2037 48. 2037-2038 49. 2038-2039 50. 2039-2040 51. 2040-2041 52. 2041-2042 53. 2042-2043 54. 2043-2044 55. 2044-2045 56. 2045-2046 57. 2046-2047 58. 2047-2048 59. 2048-2049 60. 2049-2050 61. 2050-2051 62. 2051-2052 63. 2052-2053 64. 2053-2054 65. 2054-2055 66. 2055-2056 67. 2056-2057 68. 2057-2058 69. 2058-2059 70. 2059-2060 71. 2060-2061 72. 2061-2062 73. 2062-2063 74. 2063-2064 75. 2064-2065 76. 2065-2066 77. 2066-2067 78. 2067-2068 79. 2068-2069 80. 2069-2070 81. 2070-2071 82. 2071-2072 83. 2072-2073 84. 2073-2074 85. 2074-2075 86. 2075-2076 87. 2076-2077 88. 2077-2078 89. 2078-2079 90. 2079-2080 91. 2080-2081 92. 2081-2082 93. 2082-2083 94. 2083-2084 95. 2084-2085 96. 2085-2086 97. 2086-2087 98. 2087-2088 99. 2088-2089 100. 2089-2090 101. 2090-2091 102. 2091-2092 103. 2092-2093 104. 2093-2094 105. 2094-2095 106. 2095-2096 107. 2096-2097 108. 2097-2098 109. 2098-2099 110. 2099-2100 111. 2100-2101 112. 2101-2102 113. 2102-2103 114. 2103-2104 115. 2104-2105 116. 2105-2106 117. 2106-2107 118. 2107-2108 119. 2108-2109 120. 2109-2110 121. 2110-2111 122. 2111-2112 123. 2112-2113 124. 2113-2114 125. 2114-2115 126. 2115-2116 127. 2116-2117 128. 2117-2118 129. 2118-2119 130. 2119-2120 131. 2120-2121 132. 2121-2122 133. 2122-2123 134. 2123-2124 135. 2124-2125 136. 2125-2126 137. 2126-2127 138. 2127-2128 139. 2128-2129 140. 2129-2130 141. 2130-2131 142. 2131-2132 143. 2132-2133 144. 2133-2134 145. 2134-2135 146. 2135-2136 147. 2136-2137 148. 2137-2138 149. 2138-2139 150. 2139-2140 151. 2140-2141 152. 2141-2142 153. 2142-2143 154. 2143-2144 155. 2144-2145 156. 2145-2146 157. 2146-2147 158. 2147-2148 159. 2148-2149 160. 2149-2150 161. 2150-2151 162. 2151-2152 163. 2152-2153 164. 2153-2154 165. 2154-2155 166. 2155-2156 167. 2156-2157 168. 2157-2158 169. 2158-2159 170. 2159-2160 171. 2160-2161 172. 2161-2162 173. 2162-2163 174. 2163-2164 175. 2164-2165 176. 2165-2166 177. 2166-2167 178. 2167-2168 179. 2168-2169 180. 2169-2170 181. 2170-2171 182. 2171-2172 183. 2172-2173 184. 2173-2174 185. 2174-2175 186. 2175-2176 187. 2176-2177 188. 2177-2178 189. 2178-2179 190. 2179-2180 191. 2180-2181 192. 2181-2182 193. 2182-2183 194. 2183-2184 195. 2184-2185 196. 2185-2186 197. 2186-2187 198. 2187-2188 199. 2188-2189 200. 2189-2190 201. 2190-2191 202. 2191-2192 203. 2192-2193 204. 2193-2194 205. 2194-2195 206. 2195-2196 207. 2196-2197 208. 2197-2198 209. 2198-2199 210. 2199-2200 211. 2200-2201 212. 2201-2202 213. 2202-2203 214. 2203-2204 215. 2204-2205 216. 2205-2206 217. 2206-2207 218. 2207-2208 219. 2208-2209 220. 2209-2210 221. 2210-2211 222. 2211-2212 223. 2212-2213 224. 2213-2214 225. 2214-2215 226. 2215-2216 227. 2216-2217 228. 2217-2218 229. 2218-2219 230. 2219-2220 231. 2220-2221 232. 2221-2222 233. 2222-2223 234. 2223-2224 235. 2224-2225 236. 2225-2226 237. 2226-2227 238. 2227-2228 239. 2228-2229 240. 2229-2230 241. 2230-2231 242. 2231-2232 243. 2232-2233 244. 2233-2234 245. 2234-2235 246. 2235-2236 247. 2236-2237 248. 2237-2238 249. 2238-2239 250. 2239-2240 251. 2240-2241 252. 2241-2242 253. 2242-2243 254. 2243-2244 255. 2244-2245 256. 2245-2246 257. 2246-2247 258. 2247-2248 259. 2248-2249 260. 2249-2250 261. 2250-2251 262. 2251-2252 263. 2252-2253 264. 2253-2254 265. 2254-2255 266. 2255-2256 267. 2256-2257 268. 2257-2258 269. 2258-2259 270. 2259-2260 271. 2260-2261 272. 2261-2262 273. 2262-2263 274. 2263-2264 275. 2264-2265 276. 2265-2266 277. 2266-2267 278. 2267-2268 279. 2268-2269 280. 2269-2270

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ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 3/24/2016

Department Contact: Trey Riley

Phone # 5026

Contract or Agreement: Subordination, Nondisturbance and Attornment Agreement by and between th...

Document Name: Subordination, Nondisturbance and Attornment Agreement by and between the City o...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements


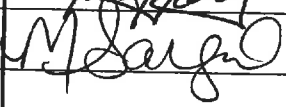
Not Applicable

Not Applicable

Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating		
2) Legal		03/22/2016
3) Finance		3-22-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		